

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant RUDER FINN & ROITMAN, INC. 110 East 59th Street New York, New York 10022		2. Registration No. 1481
3. Name of foreign principal Sedgwick Group plc	4. Principal address of foreign principal Sedgwick House The Sedgwick Centre London E1 8DX England	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal
insurance brokerage firm.

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b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Sedgwick is a publicly-held corporation owned by its shareholders and controlled by its elected Board of Directors.

Date of Exhibit A	Name and Title	Signature <i>Abraham P. Hartz</i>
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
RUDER FINN & ROTMAN	SEDGWICK GROUP PLC

Check Appropriate Boxes:

- ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As outlined in contract.


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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As outlined in contract.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
		

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT BETWEEN:

Ruder Finn & Rotman Inc. ("RFR") and
Sedgwick Group plc ("Sedgwick")

- 1 SEDGWICK has retained RFR as its United States public relations counsel effective June 12, 1986.
- 2 Public relations services to be provided by RFR include counselling, creating, planning and working on specific public relations projects, preparation of written and other public relations materials; representing SEDGWICK to the public, as its agent and reporting on progress and achievements in a manner to be mutually agreed upon.
- 3 RFR will be paid for its services at the hourly rates of the staff members assigned to the account. RFR agree to advise SEDGWICK of its hourly rates in effect, if so requested by SEDGWICK. An invoice of U.S.\$5,000 will be sent at the beginning of each month as a minimum retainer with a follow-up invoice to be sent by the middle of the following month to reflect time charges beyond the minimum. Payment will be due upon receipt of the invoice.
- 4 Out of pocket disbursements for, on behalf of, or for the benefit of SEDGWICK will be billed at the end of each month. Disbursements falling into Group A, below, will be billed to you at cost, and those in Group B, which increase our overhead costs, will be billed at a markup of 20 percent.

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COMMUNICATIONS SECTION

Group A

Affiliate Services
Clipping Service
Editorial
Local Transportation
Media Tour
Meetings
Memberships
Messenger
Miscellaneous
Model Fees
Newspapers & Periodicals
Newswire Service
Photocopies
Postage & Special Mailings
Press Expense
Special Clerical Services
Special Events
Special Materials
Spokesperson Fee
Telecommunications
Travel

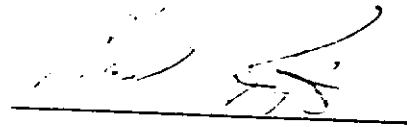
Group B

Advertising Placement
Analyst & Broker Meetings
Audio-Visual Services
Design Services
Mat Service
Photography
Printing & Production
Services
Research Services

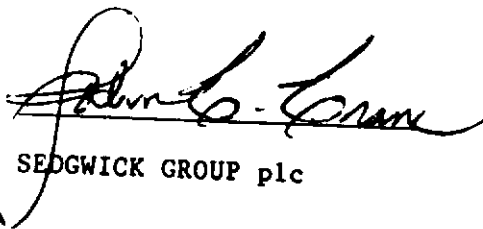
- 5 If RFR places media advertising for SEDGWICK as its agent, media and production costs must be paid to RFR by the client in advance, and these shall be commissionable to the agency.

- 6 SEDGWICK agrees to deposit with RFR \$1,000 to be used as a revolving credit against which out of pocket disbursements may be paid. SEDGWICK agrees to reimburse this fund each month in the amount of such out of pocket charges. RFR agrees to refund promptly any unused balance remaining therein at the completion of this agreement or extension thereof.
- 7 Services rendered by all present or future subsidiaries or affiliates of RFR, and which are not specifically covered by the financial portion of this agreement, will require a separate budget agreement when such services are called for. These subsidiaries and affiliates include: Research & Forecasts, Inc., RF&R Design, Public Relations Production Company, Inc., Arts & Communciations, Writing & Editorial Services, Broadcast Services and Ruder Finn & Rotman International Partners. The cost of such services may be billed, as you prefer, as part of the RFR monthly invoice or as separate subsidiary invoices.
- 8 SEDGWICK agrees to and hereby does indemnify RFR against any damages, costs and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of amterials previously cleared and approved for and on behalf of SEDGWICK and SEDGWICK hereby expressly holds RFR harmless from any such damages, costs and expenses.

- 10 The client acknowledges that the client has read this agreement, understands it, and agrees to be bound by its terms and conditions. further, the client agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.
- 11 This agreement can be cancelled by either party on 90 days advance notice in writing. During this termination period a base fee equal to an average of the previous 12 months invoices or the duration of this agreement, whichever is less, will be charged to the client.



Ruder Finn & Rotman, Inc.



SEDGWICK GROUP plc